

# EXHIBIT A

1 M. Rittlinger

2 A. Okay.

3 Q. Is that a copy of the consulting  
4 agreement that we've been talking about?

5 A. It is, yeah.

6 Q. Okay. And your signature appears on  
7 page 3?

8 A. Yeah, that's mine.

9 Q. And just for the record, the  
10 consulting agreement is dated January 13, 2004.  
11 Do you see that?

12 A. Right, I do.

13 Q. Okay. As of January 2004, did you  
14 have any intention one way or the other as to  
15 using the Edward Andrews Group with respect to  
16 any future transaction involving ASCO?

17 MR. FISHER: Objection as to form.

18 A. As of January '04?

19 Q. Correct.

20 A. I did.

21 Q. And what was your intention at that  
22 time?

23 A. That Tim would have represented ASCO  
24 on the seller's side, this time trying to, you  
25 know, sell -- sell my company.

1 M. Rittlinger

2 Q. And for how long did that remain your  
3 intention?

4 A. Probably five or six months.

5 Q. And was there something that happened  
6 five or six months after January 2004 that caused  
7 your intention to change?

8 A. Yes.

9 Q. What was that?

10 A. Well, our business venture here went  
11 awry, as we all know, and I couldn't make  
12 payments to Tim because I was losing, you know,  
13 \$50,000 a month minimum, and as the payments  
14 stopped, he sued me.

15 Q. Was it the service of the lawsuit on  
16 you that changed your intention?

17 A. That was certainly a big part of it.

18 Q. And do you recall what constituted any  
19 other part of the change in intention other than  
20 the service of the lawsuit upon you?

21 A. Well, lawsuit, the venture that I got  
22 into was truly, truly, truly the worst venture  
23 that I ever got into at ASCO, the worst one. To  
24 this day, it's still a loser and, you know,  
25 it's -- it just wasn't -- it just wasn't a good

1 M. Rittlinger  
2 last page of that agreement?

3 A. Yeah, it does.

4 MR. FISHER: Mr. Burger, would this be  
5 an okay time for a break?

6 MR. BURGER: Not in the middle of a  
7 document.

8 MR. FISHER: I extended Mr. Brog the  
9 courtesy of breaking when there wasn't a  
10 question pending.

11 MR. BURGER: We just --

12 MR. FISHER: And I'm happy to  
13 represent to you that I will not discuss  
14 with Mr. Rittlinger anything about the  
15 exhibit you're about to question him about.

16 MR. BURGER: We will take the break in  
17 just a few moments.

18 Q. What was your understanding of that  
19 agreement?

20 A. That Tim upon, you know, signing this  
21 agreement, that Tim would represent ASCO, you  
22 know, on the seller's side, that he would, you  
know, bring -- bring deals to the table and  
consult with me and provide, you know, quality  
services, you know, for his fee.

1 M. Rittlinger

2 Q. I believe you testified earlier today  
3 that it was your intention to use Tim to  
4 represent ASCO on the seller's side, at least up  
5 until the time that you received the complaint in  
6 the first lawsuit, is that correct?

7 A. That's correct.

8 Q. And was it your intention to utilize  
9 Tim in that capacity under the terms of that  
10 agreement, Brog 15, with respect to any such sale  
11 of ASCO?

12 MR. FISHER: Objection as to form.

13 A. I would have used Tim, yes, if things  
14 didn't get so soured.

15 Q. By the way, the Klein transaction  
16 ended up in the lawsuit?

17 A. That's -- that's a big part of it.

18 Q. What is any other part of it?

19 A. Well, the fact that he, you know, got  
20 me into, you know, the First Party billing, you  
21 know, looking -- looking for payment for really,  
22 you know, having, you know, one or two meetings  
23 with us. It was-- it just wasn't right.

24 I mean, the money that was given, the  
25 lawsuit that was presented, the continued, you